

**STATE OF MARYLAND
DEPARTMENT OF BUDGET AND MANAGEMENT**

**REQUEST FOR PROPOSALS
FACILITATION SERVICES FOR EXECUTIVE SUMMIT
AUGUST 6, 2004**

(Minority Business Enterprises are Encouraged to Respond to this Solicitation)

OVERVIEW

From September 11-13, 2004 an "Executive Summit" will be held at the Rocky Gap Lodge and Conference Center in Cumberland, Md. This Summit will convene at 8:00 pm on the 11th and run through 5 pm on the 13th. The Summit will be attended by approximately 50 senior State officials, including the Cabinet and Administration staff, and will focus on the issues of strategic budgeting, performance leadership and management and legislative priorities. The Maryland Department of Budget and Management ("DBM") is seeking proposals from Offerors experienced in all aspects of the provision of conference planning, moderation and facilitation services to help plan and conduct the Summit, and afterwards evaluate the Summit's effectiveness.

DELIVERABLES

1. From the date of contract award (anticipated to be August 13, 2004) through September 10, 2004 assist DBM and Administration staff in all aspects of planning for a successful Summit.

During this period the Contractor is to:

- A. Interact extensively with several designated key State personnel, to identify the primary goals of the Summit, outcomes to be achieved and activities and strategies to accomplish these goals and outcomes. The required interaction with these key State personnel will include in-person meetings and telephone and e-mail communications. Additionally, these key State personnel have access to video conferencing facilities. Depending upon the capability of the selected Contractor, by mutual agreement video conferencing may also be used as a communication medium. All key State personnel are located in Annapolis.
- B. Participate in up to 3 separate supplemental meetings in Annapolis with selected State personnel, other than, or in addition to, the designated key personnel. These supplemental meetings will take place in Annapolis, or via video conferencing, from Monday through Friday, between 8 am and 5 pm. All supplemental meetings will be scheduled by the designated key State personnel with at least 2 business-days notice of the date, time and location of the meeting and the individual(s) who will participate.

- C. Create and distribute a survey to members of the Cabinet and other identified senior State officials (a total of 20 to 25 officials) seeking their recommendations on goals, strategies and outcomes that they believe the Summit should incorporate or achieve.
2. For the full duration of the Summit (8 pm Saturday, the 11th through 5 pm Monday, the 13th) provide personnel to help moderate and facilitate Summit activities.
3. From the conclusion of the Summit through September 30, 2004 make follow-up contact with all officials who were surveyed under Deliverable 1 C, to ascertain what these officials consider as the Summit highlights and their recommendations for additional discussions and follow-up actions.
4. By October 11 provide a detailed written Analysis of the success of the Summit based upon the follow-up contacts from Deliverable 3, as well as the professional expertise of the Contractor. The Contractor shall provide to DBM five (5) hard copies and one electronic copy (Microsoft Word format) of the Analysis.

STATE PROVIDED RESOURCES

Up to three Contractor personnel will be provided with accommodations (3 individual rooms, meals and such amenities as are routinely provided by the Lodge to guests) for the duration of the Summit.

In addition, there will be reasonable access to DBM and Administration personnel for resolution of all issues related to the Summit.

CONFIDENTIALITY

The Contractor may not divulge in any manner confidential information about the State or Administration learned during this engagement, any comments by Summit attendees on the pre or post-Summit surveys/contacts, the content of the Analysis and recommendations it makes to DBM or the Administration, or any comments or reaction by DBM or the Administration in response to the Analysis and recommendations.

BILLING/PAYMENTS

A. Meetings

The Contractor will be paid a fixed fee, as specified in its price proposal (Proposal Price A), for the proper completion of all pre-conference activities described in Deliverable 1.

B. Summit Activities

The Contractor will be paid a fixed fee, as specified in its price proposal (Proposal Price B), for the proper completion of all activities for the full duration of the Summit, as described in Deliverable 2.

C. Follow-up Contact/Written Analysis

The Contractor will be paid a fixed fee, as specified in its price proposal (Proposal Price C), for the post-Summit contacts described in Deliverable 3 and satisfactory completion of the Analysis described in Deliverable 4. The Contractor will not be paid any additional fee for the cost of printing or transmitting this Analysis.

D. Billing Frequency

The Contractor may invoice the Department after successful completion of each of the three delivery stages:

1. After completion of all pre-conference activities (Deliverable 1);
2. After completion of the conference (Deliverable 2);
3. After completion of the post-conference contacts and Analysis (Deliverables 3 and 4).

The Department may withhold and/or reduce payment for unsatisfactory performance.

CONTRACT MANAGER

The Contract Manager for this Contract is William Bowser, Assistant Procurement Chief of the Maryland Department of Budget and Management.

CONTRACT TYPE

The contract that results from this RFP shall be a firm fixed price contract (Proposal Price D), as described in COMAR 21.06.03, based upon the total of the individual fixed prices (Proposal Prices A-C) for the four Deliverables, as contained in the Contractor's Price Proposal.

PROCUREMENT METHOD

This procurement is being conducted as a Small Procurement as described in COMAR 21.05.07. Small Procurement procedures may be used for procurements that are not expected to exceed \$25,000 in cost.

CONTRACT TERM AND DATES OF DELIVERABLES

The term of this contract shall be from the contract award date (anticipated to be August 13, 2004) to October 11, 2004.

SUBMISSION INFORMATION

All proposals must be received at the location shown below by 5:00 p.m., August 11, 2004. Mail/Deliver/e-mail proposals to:

**Joel Leberknight
Chief of Procurement
Room 110
45 Calvert Street
Annapolis, Maryland 21401
jleberkn@dbm.state.md.us
(410) 260-7116; FAX: (410) 974-3274**

Inquiries must be directed to DBM at the above mentioned telephone number or e-mail or mailing address.

PROPOSAL SUBMISSION CONTENT

- Identify all personnel who will be significantly involved in performing the requirements of this RFP if the Offeror should be selected for contract award, including personnel from any proposed subcontractor.
 1. Explain the role of each person identified in the proposal, along with each person's qualifications to perform such role.
 2. Provide resumes of all such personnel
- Provide examples of issues or considerations regarding the delivery of planning, moderation and facilitation services for multi-day conferences for high level management personnel. Identify specific considerations for the herein described Executive Conference based upon the specific location, duration, stated purpose and nature of participants, that demonstrate the Offeror's understanding of the components of a successful conference of this nature.
- Provide descriptions or samples of training modules, exercises, vignettes, etc. available to the Offeror concerning such management skill-development topics as: team-building; embracing, facilitating and adapting to change; building consensus; leadership qualities and techniques; motivating others to action; decision-making; conflict resolution, etc.
- Describe past experience and that of proposed personnel with Planning, Moderating and Facilitating a conference with high-level management participants, of comparable size to the Summit.

As part of this description provide:

1. A list of all, or a representative sample of, projects of a similar nature that have been performed in the last 3 years.
 2. Explanations of the previously completed projects, with references that may be contacted to confirm satisfaction with results. (Provide a contact person for each reference, with title and telephone number).
- Provide a work plan outlining how the requirements of this RFP will be completed, including the level of resources to be devoted to the successful completion of the requirements of this RFP.
 1. Explain how all deliverables will be completed in terms of achieving all requirements within the required timeframe.
 2. Clearly note in the proposal if a subcontractor is to be used for any of the Deliverables required under this RFP. Any subcontractor should be identified, as should the exact role of the subcontractor, why the Offeror chose to subcontract the indicated subject, why the identified subcontractor was chosen to perform each subject, and a direct statement from each subcontractor of its willingness to participate in the contract to result from this RFP to the extent described in the Offeror's proposal.
 3. Identify a contact person to discuss the proposal with or obtain additional information about the proposal.
 - The completed Proposal Price Form included with the RFP.

AWARD DETERMINATION

A contract shall be awarded to the Offeror whose proposal is determined to be the most advantageous to the State considering Price and the Technical Selection Criteria described below. In making this most advantageous proposal determination, the Technical Selection Criteria shall have more importance than Price.

TECHNICAL SELECTION CRITERIA

All proposals received in response to this solicitation will be evaluated according to these criteria: (The evaluation will be of the Offeror and any subcontractor the Offeror proposes to use to perform any of the Deliverables to be provided under the contract that results from this RFP.)

- Adequacy of the proposed work plan to complete all Deliverables required under this RFP, including pre-conference surveys, post-conference follow-up contacts and the Analysis, and to do so within the required timeframes.
- Experience and qualifications of the Offeror, with specific emphasis on similar projects
- Experience and qualifications of the specific personnel to be assigned to the project, with specific emphasis on similar projects

- Quality of the provided module/exercise/vignette samples or descriptions
- Understanding of issues involved with the effective provision of planning, moderating, and facilitating conferences.

DEPARTMENT CONTRACT

The successful Offeror for this service will be expected to sign a contract with DBM upon notification that it is the intended contract awardee. A sample contract is attached as to this RFP. Upon selection of the proposed Contractor, the Department will complete the contract and submit it to the Contractor for signature.

**STATE OF MARYLAND
SMALL PROCUREMENT CONTRACT
(FOR CONTRACTS OF \$25,000 OR LESS)**

THIS CONTRACT (the "Contract"), is made as of the 13th day of August, 2004 by and between the **DEPARTMENT OF BUDGET AND MANAGEMENT** (Department), of the State of Maryland (the "State"), and _____ ("Contractor") whose address in this State is _____ and whose principal address is _____.

The parties agree as follows:

1. Services to be Provided.

(a) The Contractor shall provide the following services: Planning; Facilitation and Moderation services for an Executive Summit, September 11-13, and post conference analysis, in accordance with the Request For Proposals (RFP) for Facilitation Services for Executive Summit attached as Exhibit A and incorporated herein.

(b) Changes. This Contract may be amended only with the written consent of all parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

2. Term of Contract. Performance under this Contract shall commence on August 13, 2004, and shall be completed no later than October 11, 2004.

3. Compensation and Method of Payment.

(a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$_____. Department shall compensate Contractor for services satisfactorily performed in accordance with the Contractor's bid or proposal, attached as Exhibit B.

(b) **Method of Payment.** Department shall pay Contractor no later than thirty days after Department receives a proper invoice from Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.

(c) **Tax Identification Number.** Contractor's Federal Tax Identification Number is _____. Contractor's Social Security Number is _____ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by Contractor to Department for payment.

4. **Procurement Officer.** The Department designates William Bowser to serve as Procurement Officer for this Contract. All contact between the Department, Office and Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.

5. **Disputes.** Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

6. **Termination for Convenience.** The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).

7. **Termination for Default.** If Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

8. **Termination for Nonappropriation.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

9. **Non-Discrimination in Employment.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

10. **Maryland Law Prevails.** The law of Maryland shall govern the interpretation and enforcement of this Contract.

11. **Anti-Bribery.** The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employees of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

IN WITNESS WHEREOF, the parties have executed this Contract on or before the date first set forth herein.

WITNESS/ATTEST:

FOR THE CONTRACTOR:

By: _____(SEAL)

Name Typed

Title

WITNESS:

**FOR THE DEPARTMENT OF BUDGET AND
MANAGEMENT**

By: _____

Name Typed

Title

Attachment: Exhibit A: RFP for Facilitation Services for Executive Summit
Exhibit B: Price Proposal Form

PROPOSAL PRICE FORM

For the RFP for Facilitation Services for Executive Summit

COMPANY NAME: _____

FEDERAL EMPLOYER IDENTIFICATION OR SOCIAL SECURITY NUMBER:

COMPANY ADDRESS: _____

OFFICE TELEPHONE #: _____ FAX #: _____

CONTRACT CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

AUTHORIZED

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

Each of Deliverables 1 and 2 and a combination of Deliverables 3 and 4, as these Deliverables are described in the RFP for Facilitation Services for Executive Summit, require a firm, fixed price bid, which must include ALL costs.

Cost

Deliverable 1 (Bid Price A) \$ _____

Deliverable 2 (Bid Price B) \$ _____

Deliverables 3 and 4 (Bid Price C) \$ _____

TOTAL BID PRICE (Bid Price D) \$ _____
(Total of Bid Prices A through C)